



‘How to Pitch: Feature Films’ Webinar Release Form

The National Association of Latino Independent Producers (“NALIP”) welcomes you to “How to Pitch: Feature Films,” an educational webinar session offered by NALIP on May 1st, 2020 (the “Session,” as further defined below). Your agreement to all of the terms and conditions of this agreement (“Agreement”) is required before you (“You”), can participate in and present a verbal “Pitch” (as further defined below) at the Session. The parties to this Agreement are You and NALIP. In consideration of NALIP receiving and reviewing Your submission, You and NALIP (collectively referred to as “Parties”) hereby agree to all of the preceding and all the following:

1. Definitions.

“Panelist(s)” shall mean the persons designated by NALIP to serve on the panel, inclusive of the individual selected to introduce and/or moderate the Session, to whom You will deliver Your verbal Pitch.

“Session” shall mean an educational seminar whereby You and others will make a verbal Pitch to Panelist(s) in-person, before a live audience (including potential press), subject to video and/or audio recording, and, in return, will receive educational feedback regarding effective techniques for pitching film or episodic projects, as applicable.

“Pitch” shall mean a short, verbal presentation of approximately three (3), but no longer than five (5), minutes in length concerning a project of Your choosing that You deliver to the Panelists for the purpose of receiving educational feedback and critique.

“Indemnified Parties” shall mean NALIP, the Panelists, and NALIP’s respective directors, officers, principals, employees, staff, volunteers, contractors, affiliates, agents, and attorneys, and all of the foregoing parties’ respective successors, heirs and assigns.

“Released Parties” and “Released Party” shall mean NALIP, the Panelists, and NALIP’s respective directors, officers, principals, employees, staff, volunteers, contractors, affiliates, agents, and attorneys, and all of the foregoing parties’ respective successors, heirs and assigns.

2. License.

NALIP hereby grants You a limited and revocable, non-exclusive license to deliver Your Pitch during the Session to the Panelists before a live audience (including the press), and/or recordation, and to receive educational feedback from the Panelists regarding Your Pitch (“License”). You understand and agree that Your participation in the Session shall be strictly for educational purposes only, and that the purpose of the Session is not to secure funding for or sell the project that You have pitched, but rather to provide you,



individuals observing via the live audience, with pitching advice and techniques. You understand and agree that the License listed above is the only service that NALIP and/or the Panelists are obligated to provide to You, and that the Released Parties shall at no time be responsible or liable in any way regarding any communication or content related to or arising from the Session. You understand and agree that the Panelists, the live audience, the press, and any other person or entity present at the Session, observing via live-stream, or later viewing or listening to the Session are independent parties, and the Released Parties do not endorse or control what is or is not said, offered, promised or otherwise communicated by such persons or entities.

3. No Confidentiality.

YOU UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN THE SESSION IS NOT SUBJECT TO ANY CONFIDENTIALITY WHATSOEVER. SPECIFICALLY, by signing this Agreement you understand and agree that the Session may be attended by, without limitation, NALIP, the Panelists, and a live audience (including the press) and that no one present at the Session will be asked to sign a non-disclosure or confidentiality agreement. You further understand and agree that the Session may be video and/or audio taped by NALIP or another person or entity, that such video or audio recordings may thereafter be stored and/or reproduced by the Released Parties and/or any other person or entity indefinitely, and that none of the Released Parties or any person or entity viewing or listening to a video or audio recording of the Session will be asked to sign a non-disclosure or confidentiality agreement. As a consequence of Your participation in the Session, You understand and agree that any person or entity whomsoever or whatsoever may have access to the ideas, thoughts, communications or other information that You present and/or disclose. You understand and agree that the Released Parties shall not be held liable for any stealing, use, or sharing by any person or entity of the ideas, thoughts, communications, or other information that You submit with Your application or present and/or disclose at the Session.

4. Session Participation Restrictions.

You agree that You are prohibited from doing any of the following, including, but not limited to: (i) any use that infringes or will likely result in the infringement of any person's or entity's intellectual property rights, including, without limitation, any person's or entity's copyrights, trademark rights, trade secret rights, patent rights, rights pertaining to the use of any name, likeness, voice or persona, or any person's moral rights; (ii) any use that infringes or violates, or will likely result in the infringement or violation of, any person's or entity's other property rights, privacy rights, or contractual rights; (iii) using the Session to duplicate, perform, distribute, publish, transmit, create derivative works of, or otherwise use any content or other materials to which You do not own all of the necessary legal rights; (iv) making or providing any misrepresentation regarding the ownership, source, character or description of any of Your content or any other materials or information You provide through the direct or indirect use of the Session; (v) using the Session in bad faith and/or for any purpose not consistent with this Agreement or the purpose of the Session; and (vi) any use of the Session if You are under the age of eighteen (18) years. You understand and agree that You may not record, re-publish or provide any parts of the Session or any communications



with NALIP, the Panelists and/or any other person present at the Session, or any content associated with the Session provided to You or any other person or entity without express prior written authorization by NALIP. You agree that Your participation in the Session shall at all times be subject to, and in compliance with, all applicable laws and regulations, and all rules and guidelines provided by NALIP. You expressly warrant that Your participation in the Session shall not infringe or violate the rights of any person or entity. You hereby acknowledge that You must abide by these terms and conditions or any access to or use of any of the Session by You will not be authorized.

5. Session Participation Guidelines.

You agree to participate in the Session in accordance with the following guidelines: (i) You shall at all times act professionally and shall not use the Session to engage in any harassing, abusive, disruptive or offensive behavior, or to engage in any communication that is or would likely be libelous, slanderous, abusive, defamatory, racist, obscene or offensive. If You are unprofessional, discourteous or otherwise harass agents or affiliates of NALIP and/or the Panelists or other persons or entities who are present at the Session, then You may be immediately disqualified from any further participation in the Session and/or removed from the Session. (ii) You shall only provide truthful and accurate information about Yourself to NALIP and/or the Panelists. (iii) You shall not impersonate, or falsely claim an affiliation with, any person or entity. (iv) You shall not try to contact any of the Panelists after the Session unless Panelists agree on their own accord. (v) Your Pitch should be kept to a maximum of five (5) minutes, with approximately two to ten (2 to 10) minutes reserved to the Panelists to provide You with educational feedback regarding Your Pitch.

6. Unlimited License To Transmit Your Session.

You hereby grant to the Released Parties a worldwide, non-exclusive, royalty-free, and transferable license (“Transmission License”) whereby You grant permission and authorization to the Released Parties to videotape, and otherwise transmit at any time and for any purpose whatsoever, the Session by any and all means now known or hereinafter invented, including without limitation, all of Your participation in the Session, as well as Your name, likeness and voice depicted or otherwise included in, or associated with, the Session (collectively “Transmission Rights”). You acknowledge and agree that the Transmission Rights include, without limitation, the grant of all rights required for the Released Parties and their designees to make ephemeral video recordings of You and Your participation in the Session as is necessary or convenient to effectuate the transmission of the Session. The Released Parties may store and/or reproduce video recording of Your participation in the Session.

7. Participation In The Session Is Voluntary And At Your Own Risk; NALIP Provides No Warranties of Any Kind.

YOU HEREBY AGREE THAT THE SESSION IS PROVIDED TO YOU AS IS AND ALL PARTICIPATION IN THE SESSION IS VOLUNTARY AND AT YOUR SOLE RISK AND ALL



NATIONAL ASSOCIATION OF
LATINO INDEPENDENT PRODUCERS

PARTS OF THE SESSION ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, WARRANTIES REGARDING THE CONFIDENTIALITY, OR LACK THEREOF, OF ANY INFORMATION OR CONTENT THAT YOU PROVIDE IN CONNECTION WITH THE SESSION, THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, COMMUNICATIONS, OR SERVICES, OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND NALIP EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES.

You shall at all times be fully and solely responsible for Your participation in this educational Session. Specifically, You acknowledge and agree that You are at all times fully and solely responsible for, without limitation, all of Your acts, omissions, communications, disclosures, and content that You provide through and otherwise in association with the Session, including without limitation such communications and content You provide to the Released Parties, the Panelists, and/or any other person or entity present at the Session. You understand and agree that the Released Parties shall not be liable in any way for any consequence(s) resulting from Your participation in the Session. You acknowledge that Your participation in this Session will expose You to comments, criticism and other communications from NALIP, the Panelists, the live audience, and/or other persons or entities who are present at the Session for educational purposes. You further acknowledge that You may be exposed to information that is inaccurate, offensive, indecent, and/or objectionable to You. You understand and agree that any and all communications related to or arising from the Session from any person or entity are not the opinions of, or any kind of explicit or implicit communications from, or by, NALIP. You expressly agree that the Released Parties shall not be held responsible or liable in any way at any time for any opinions, commentary, advice, other communications, or other actions or omissions related to or arising from the Session. NALIP does not warrant that the Session will be uninterrupted or error-free, or that any discovered defects will be corrected. The disclaimer of warranties set forth in this paragraph constitutes an essential part of this Agreement. You understand, and expressly acknowledge and agree that it is the express intent of the Parties hereto that the limitations of liability set forth in this paragraph and elsewhere in this Agreement shall be construed as broadly as is permissible under applicable law and that the Parties shall do any and all things reasonably necessary to insure that the limitations of liability set forth in this paragraph and elsewhere in this Agreement are valid, effective and applicable as intended.

8. Limit Of Liability.

YOU UNDERSTAND AND EXPRESSLY ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE FOR ANY DAMAGES OR COSTS TO YOU OR TO ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS OR FOR ANY DAMAGES OR COSTS TO OTHERS DUE TO YOUR ACTIONS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) RELATING TO OR ARISING OUT OF THE



SESSION, EVEN IF THE RELEASED PARTY HAS BEEN ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE FOREGOING SENTENCE, AND OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, THAT SUCH VOLUNTARY RISK ALLOCATION WAS A MATERIAL PART OF THE BARGAIN BETWEEN THE PARTIES, AND THAT THE ECONOMIC AND OTHER TERMS OF THIS AGREEMENT WERE NEGOTIATED AND AGREED TO BY THE PARTIES IN RELIANCE ON SUCH VOLUNTARY RISK ALLOCATION.

9. Express Liability Waiver and Release.

You acknowledge and agree that the Released Parties are not, and shall not be held, responsible or liable for the quality, appropriateness, accuracy, truthfulness or legality of any communication or other content related to or arising from the Session that is directly or indirectly transmitted, posted, provided, received, or otherwise made available to You and/or to any other person or entity. You hereby expressly agree that You agree to, and hereby do fully release, hold harmless, discharge, and covenant never to bring any legal, equitable or other action of any kind against any Released Party in regard to any and all claims, damages, costs, injuries, losses, debts, obligations, fees, liabilities, demands, and expenses of every kind, including without limitation, attorneys' fees, whether known, unknown, foreseen, unforeseen, patent, or latent, which You own or hold, have owned or held, or may in the future own or hold, including but not limited to those resulting from, arising from, arising under, or otherwise related in any way to: (i) Your participation in the Session; (ii) any use of Your content in association with, or related to, the Session, including without limitation, use pertaining to Your Pitch; (iii) any breach of any of Your warranties and/or other obligations set forth in this Agreement, including without limitation, any and all other claims by any person(s) and/or entity(ies) against any of the Released Parties directly or indirectly regarding any content that You directly or indirectly disclose or otherwise provide to the Released Parties, the Panelists, the live audience, and/or to any other person or entity; and (iv) any other dispute arising from or related to the Session that should ever occur between You and the Released Parties or between You and any other person or entity. Without limiting the foregoing, to the maximum extent permitted by law, You understand and expressly acknowledge and agree that the foregoing release and agreement not to take any action or file any claim against the Released Parties shall pertain to any and all injuries, losses, and damages of any kind, including compensatory, direct, incidental, consequential, punitive, and/or other damages, and any of the foregoing resulting or arising from, without limitation: (i) comments, opinions, advice and/or other communications and/or subsequent actions and/or inactions related to or arising from the Session by the Released Parties, the Panelists, the live audience, and/or any other person or entity; (ii) transmission, or failure to transmit, any part of the Session, for any reason, including but not limited to, negligence, human, or technical error; (iii) any and all occurrences of one or more force majeure events; and/or (iv) any cancellation, termination, suspension or material modification of the operation of the Session in whole or in part. You understand and expressly agree that if any party initiates any such legal



action on behalf of You or any party initiates such legal action on behalf of itself because the party has acquired a right to bring such action from You, or because of Your acts or omissions, You shall be liable for, and pay for, any and all damages, losses, liabilities, costs, penalties, and expenses, including, without limitation, attorneys' fees and costs, incurred in connection with such action. You understand and expressly acknowledge and agree that the waivers and releases of liability, and the promise not to bring any action against any Released Party set forth in this paragraph are material inducements for NALIP to provide You with the opportunity to access and participate in the Session, and that, but for such material inducements, NALIP would not have extended such offer to You or entered into this Agreement with You. You acknowledge and expressly agree that the obligations set forth in this paragraph shall also apply to any and all claims, damages, liabilities, expenses and costs of any and every kind resulting from or otherwise arising under or related to any breach of warranty or other obligation set forth in any other agreement You enter into with NALIP.

10. Indemnification.

You agree that You shall be personally liable for any and all breaches of this Agreement by You. To the fullest extent permitted by applicable law, You also agree to fully indemnify all the Indemnified Parties for and in regard to any and all damages, costs, liabilities, and expenses, including attorneys' fees, brought at any time directly, indirectly and/or consequently resulting from, without limitation (i) any breach of this Agreement by You, including from any breach of any warranty, covenant or obligation; (ii) any claims that You have infringed or any violations by You of any rights of any person or entity, including, but not limited to, any copyrights, trademark rights, name, likeness or voice rights, privacy rights, property rights, contract rights, and or any other rights; (iii) any claims of libel, slander, defamation or false light related to or arising from the Session brought by You or any other person or entity because of your conduct, communications, or other information that you provide; (iv) any violation by You of any regulation or law; (v) any unauthorized use by You of any parts of the Session or content provided by another person or entity; (vi) any misrepresentation by You, (vii) any dispute of any kind related to or arising from the Session between You and NALIP, between You and the Panelists, and/or between You and any other person or entity, and/or (viii) any unauthorized use of or participation in the Session. You further understand and hereby expressly agree that You will fully indemnify all Indemnified Parties in regard to all damages, costs, liabilities, and expenses of any and every kind, including attorneys' fees, resulting from, arising from, arising under, or otherwise related to the Session, any use of Your content related to the foregoing, and/or any breach of any of Your warranties and/or other obligations set forth in this Agreement.

11. Dispute Resolution.

You understand and expressly acknowledge and agree that, notwithstanding any statute or law to the contrary, any and all claims and causes of action against any of the Released Parties arising out of, arising under, or related in any way to, this Agreement and/or the educational Session must be filed within one (1) year after such claim or cause of action arose or such claim or cause of action shall be forever barred.



You further understand and expressly agree to (i) not ever file any action or otherwise raise any claim intended to be so barred by this paragraph, or by other paragraphs as set forth in this Agreement, and (ii) indemnify the Indemnified Parties for any and all costs, expenses and damages including, without limitation, all attorneys' fees associated with any party bringing any such action or claim intended to be barred as indicated above. You understand and agree that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to any dispute regarding performance, duty, obligation or liability arising out of or related to this Agreement and any dispute regarding the scope of issues or matters to be determined by the arbitration panel and/or whether such issues are within the jurisdiction of the arbitration panel, that cannot first be resolved informally through good faith attempts by the Parties within thirty (30) days of the date the dispute or controversy arose or was discovered, shall be referred to and finally determined by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the award rendered by the arbitration panel may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language in the city of Los Angeles, California, in accordance with the United States Federal Arbitration Act, and shall be presided over by a panel of three (3) arbitrators. Within fourteen (14) days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall then select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The jurisdiction of the arbitration panel with respect to legal matters shall be limited only by the statutory and common law of the State of California and the United States of America.

12. Miscellaneous.

This Agreement supersedes all prior written and oral understandings, writings and representations, including without limitation, those, if any, involving one or more other parties. This Agreement and all disputes or controversies of any kind arising out of, arising under, or related to this Agreement, and/or arising out of, or arising under, or related to, any aspect of the Session or to any features or functions available on, in, at, through, or in association with, or in any other way relating to, the Session, shall all be governed by and construed under the laws of the State of California and the United States, as applied to agreements between California state residents entered into and to be performed within the State of California, except as governed by Federal law. The choice of law provisions shall apply regardless of Your country of origin. You further agree that notwithstanding any judicially or statutorily created choice of law rule that would otherwise require the application of the law of some other jurisdiction, all provisions of this Agreement and all matters or controversies of any kind arising out of, or related to this Agreement or the rights or liabilities of the Parties hereto shall be governed solely by the substantive statutory and common law of the state of California. The venue for all legal disputes, controversies, and actions of any and every kind arising under or related to this Agreement shall be Los Angeles, California. Paragraph and subparagraph headings of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof. You hereby acknowledge and affirm that You are sufficiently fluent in the English language to fully understand all of the provisions of



this Agreement. The Parties agree that in the event that this Agreement is translated for any reason, in the event of any ambiguities or disputes resulting from such translation(s), the English version of this Agreement shall control and govern in all situations. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and all other portions of this Agreement shall remain in full force and effect (i.e., if any part of this Agreement is unlawful, void or otherwise unenforceable, only that part will be deemed severable and severed, and such severance will not affect the validity and enforceability of any and all the remaining provisions). The failure by any of the Released Parties to enforce any of the specific provisions of this Agreement shall not constitute a waiver of, or preclude or prevent any later, further, or other, enforcement of such provision(s), or any other provision(s), and shall not waive, preclude, prevent or diminish the exercise of any other right hereunder. Nothing in this Agreement is intended by the Released Parties or You to create or constitute a joint or collaborative venture or partnership of any kind between You and any Released Party, nor shall anything in this Agreement be construed as constituting or creating any agency, employment relationship, joint or collaborative venture or partnership between You and any Released Party. This Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors, heirs, and assigns.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, AND THAT I FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS.

Signature of Releasor

Printed Name of Releasor

Date

Mailing Address
